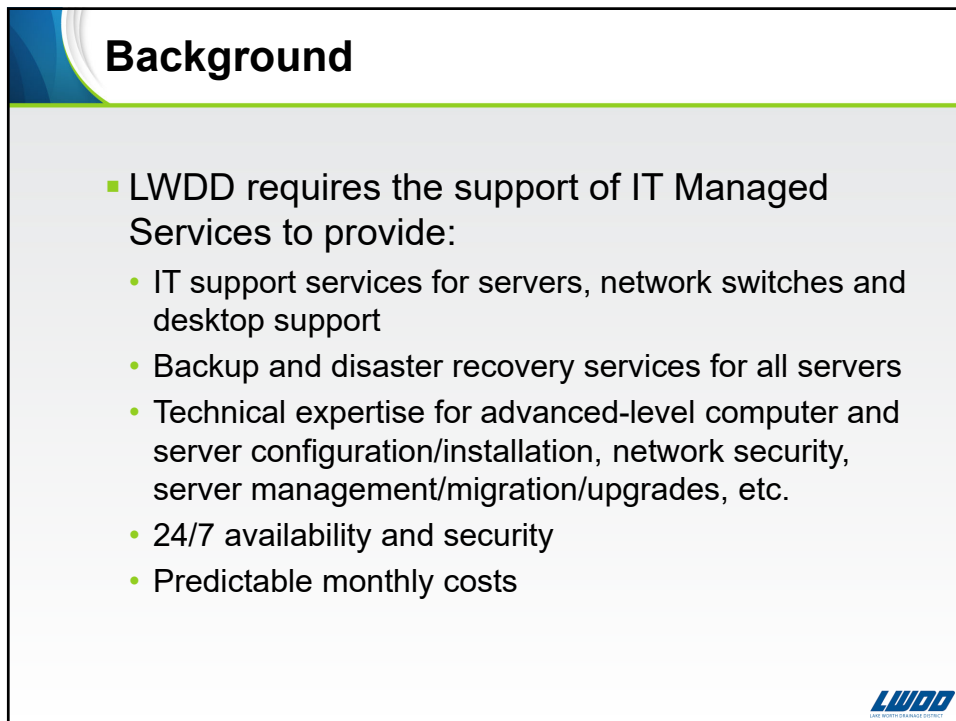




1



2

## Service Level Agreement (SLA)

- Define expectations, responsibilities, and quality of service
- Costs determined by:
  - Managed Servers
  - Managed Switches
  - Managed Workstations
  - Backups



3

## IT Managed Services RFP

### Timeline

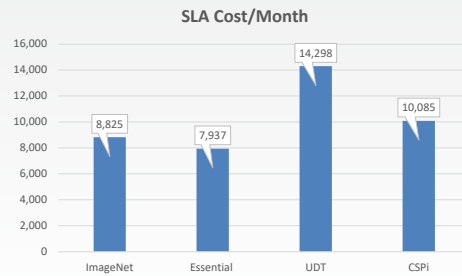
- ✓ June 18 – Advertise RFP
- ✓ August 9 - RFP packages due
- ✓ August 16 - Committee review and ranking
- September 13 - Board authorization to enter into a contract with top-ranked firm



4

## Ranked Firms

1. *ImageNet Consulting (current)*
2. *Essential Solutions*
3. *United Data Technologies*
4. *CSPi Technology*



5

## Contract Terms

- Initial two-year term, with successive annual renewals thereafter
  - Not to exceed \$8,825 monthly / \$105,900 annual
- 120-day notice required for rate increase; capped at 6.5% annual after initial two-year period
- 90-day termination notice to cancel by either party



6

## Staff Recommendation

- Approval to enter into a contract with ImageNet Consulting for IT Managed Services



# Annual Surveying Services for Canal Rehabilitation Program Request for Proposals (RFP)

Project # 23-9584L.08

Ibrahim Nunez, Project Surveyor  
Board Meeting – September 13, 2023  
Agenda Item #10



1

## Background



- Canal Rehabilitation Program requires the support of surveying services
- Need for surveying services exceeds the workload capacities of District staff
- Contract effective for initial three-year term with two (2) one-year options to renew; board approval required for renewal thereafter

2

## Annual Surveying Services for Canal Rehabilitation Program RFP



### Proposed Timeline

- ✓ June 14 - Board authorization to advertise
- ✓ July 23 - Advertise RFP
- ✓ August 25 - RFP packages due
- ✓ August 31 - Committee review and ranking
- September 13 - Board approval of ranked firms and authorization to negotiate contracts with top ranked firm(s); District anticipates selecting two firms
- October 11 – Board approval to enter into contracts with selected firms

3

## Ranked Firms



### Responsive

1. **WGI, Inc.**
2. **Bowman Consulting Group**
3. Caulfield & Wheeler
4. Zeman Consulting Group
5. Engenuity Group
6. HQS Group
7. KCI Technologies
8. Whidden Surveying & Mapping
9. DRMP, Inc
10. Craig A. Smith & Associates
11. Longitude Surveyors
12. Precision Measurements

4

**Staff Recommendation** 

- Approval of ranked firms and authorization to enter into negotiations with top ranked firms
- Staff to present final contracts for approval at the October 11<sup>th</sup> Board Meeting

5

**QUESTIONS?**





6

## LEGAL SERVICES AGREEMENT

**THIS LEGAL SERVICES AGREEMENT** is entered into this the 13th day of September 2023, by and between MARK A. PERRY, P.A., a Florida Professional Services Corporation, organized under Chapter 621 of the Florida Statutes, hereinafter referred to as "Law Firm", and the LAKE WORTH DRAINAGE DISTRICT, a Special Taxing District of the State of Florida, hereinafter referred to as "LWDD".

**WHEREAS**, LWDD is authorized and required pursuant to Florida Statutes, Section 298.18 to employ attorneys; and

**WHEREAS**, LWDD desires to utilize the service of the Law Firm to provide legal services to LWDD as District Attorney and the Law Firm agrees to serve in such capacity.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The term of this Agreement is for the three-year period of October 1, 2023 to September 30, 2026. This Agreement shall be renewable for one (1) year terms thereafter, with the terms and conditions of the Legal Services Agreement during such renewal period to be negotiated at the time of renewal.

2. The Law Firm agrees to serve as District Attorney and to provide legal representation on all matters related to the District. The responsibilities and duties of the Law Firm include:

- A. Provides legal counsel and opinions to the District Board, Executive Director and District management on legal matters associated with special districts and the District's specific authority under its enabling legislation. Legal counsel includes, but is not limited to, real estate and land use transactions, purchase and sale of District property, local governmental regulations, property rights, ethics, Sunshine Law, and public records. The Attorney's advice includes methods to avoid civil litigation.
- B. Represents the Board of Supervisors of the District, and attend District Board work sessions, District Board meetings or other meetings as directed by the District Board when items under consideration warrant legal input. District Attorney shall attend staff meetings and work sessions as requested by the Executive Director. At the request of the Executive Director or Board members, District attorney may also be required to coordinate and/or facilitate meetings with local government staff or elected officials to address District related issues.
- C. Reviews and drafts resolutions, contracts, agreements, deeds, and other legal instruments as requested by District staff, management and/or the District Board of Supervisors; Prepares legal correspondence and written legal opinions at the request of the Executive Director and/or the District Board of Supervisors.



- D. District Attorney shall provide the Board President and board members with guidance as to proper parliamentary procedure, voting conflicts, Sunshine Law, ethics, public records and related procedural matters relating to the Board meetings.
- E. As authorized by approval of the Executive Director or Board of Supervisors, the Attorney may defend the District on civil complaints, suits or controversies in which the District is a party. The District Attorney may also represent an employee or board member who is individually named in a suit as a result of the execution of the official duties with the District.
- F. The District secures workers' compensation, public officials, automobile liability, general liability and pollution insurance coverage. As such, legal representation may be provided by the carriers selected attorneys for those cases covered under those policies. The District Attorney may be responsible for defending the District in civil action when no counsel is provided by liability insurance or when the District's exposure exceeds its insurance coverage.
- G. District attorney shall perform other legal services and tasks, as assigned by the Executive Director or Board of Supervisors.

3. LWDD agrees to pay Law Firm a total sum amount of \$94,500 per year, which represents payment for 50 weeks of services per year, based on 8 hours per week for a total of 400 hours of service per year.

4. Equal monthly payments of \$7,875 shall be paid by the 5<sup>th</sup> of each month for services to be performed. This agreement shall substitute for a monthly invoice.

5. Unless otherwise agreed to in advance in writing, all legal services shall be performed in-house at District offices. A weekly schedule for services, including service hours for board meetings, shall be designated and approved at the discretion of the Executive Director. Requested deviations from the schedule shall be communicated by the Attorney directly to the Executive Director in writing and at least one week prior to the schedule change, or as soon as possible in the event of unforeseen circumstances. It is the sole responsibility of the Attorney to ensure proper written notification is received by the Executive Director. Any shortages of the base contracted weekly hours shall be made up within the same month.

6. As approved in advance in writing by the Executive Director through a work order, LWDD agrees to pay Law Firm a rate of \$236.25 per billable hour for any additional requested legal services which require an exceedance of the base contracted hours.

7. As additional administrative support is requested and required above and beyond normal legal services provided for under this agreement, the Law Firm will provide services at a rate of \$80 per hour. Additional legal support services must be approved in advance in writing by the Executive Director or Assistant Executive Director.

8. Unless otherwise modified by the Board of Supervisors, payment for services shall increase by 5% for each successive year of the contract term.

9. If Law Firm exceeds the base contracted hours and is invoicing LWDD for additional approved hours of service as described above, Law Firm shall submit itemized invoices for all services rendered for the previous month, including details of base monthly hours and additional monthly hours. Itemized invoices for additional billable hours are due no later than the 20<sup>th</sup> of the following month. Payment for additional billable hours shall be added to and included with the following months regular contracted monthly payment. Payment for additional hours may be withheld if services are not pre-approved in writing and submitted timely.

10. This Agreement may be terminated by either party hereto, upon the giving of thirty (30) days written notice, with or without cause. In the event of early termination of this Agreement, the parties agree to the payment of services performed to date of termination. This Agreement shall be considered null and void and of no further binding effect upon the parties upon termination.

11. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, the Law Firm certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

12. The Law Firm shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the LWDD as provided under section 119.011 (2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the LWDD to perform the service.
- b. Upon request from the LWDD's custodian of public records or designee, provide LWDD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt of confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Law Firm does not transfer the records to the LWDD.
- d. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Law Firm or keep and maintain public records required by the LWDD to perform the service. If the Law Firm transfers all public records to the LWDD upon completion of the Agreement, the Law Firm shall destroy any duplicate public records that are exempt of confidential and exempt from public records disclosure requirements. If the Law Firm keeps and maintains public records upon completion of the Agreement, the Law Firm shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the LWDD, upon request from the LWDD's custodian of public records or designee, in a format that is compatible with the information technology systems of the LWDD.

- e. If the Law Firm has questions regarding the application of Chapter 119, Florida Statutes, to the Law Firm's duty to provide public records relating to the Agreement, please contact the LWDD's custodian of public records or designee at 561.498.5363; [info@lwdd.net](mailto:info@lwdd.net); 13081 S. Military Trail, Delray Beach, FL 33484.

13. This Agreement shall contain the full agreement of the parties hereto and may be amended only in writing executed by all parties to this Agreement.

14. This Agreement shall be binding on the parties hereto, their heirs, successors and/or assigns.

**IN WITNESS WHEREOF**, we have executed this Agreement the date and year first above written.

LAKE WORTH DRAINAGE DISTRICT

MARK A PERRY, P.A.

By:   
\_\_\_\_\_  
Steve Bedner, President


By:   
\_\_\_\_\_  
Mark A. Perry, President

By:   
\_\_\_\_\_  
Tommy B. Strowd, Secretary

# Canal Rehabilitation Program (CRP) Update

Megan Hoffman  
Vegetation Management Section Leader

Governing Board Meeting  
September 13, 2023  
Agenda Item #13



1

## CRP Update

### September 2022 – September 2023

- **167.1 miles completed since October 2015**
  - LWDD – 84.3 miles
  - Contractor Services – 76.7 miles
  - 3RD Party (Developer/Govt.) – 6.0 miles
- **12.0 miles of restricted ROW**
  - Removed restricted ROW from Goal and adjusted CRP Total Mileage for project length changes as of June 2023
- **6.0 miles remaining**
  - Expected Completion of Tree Clearing Phase Extended to 2024
- **5.4 miles completed in past 12 months**
- **Total Cost of Contract Services Expended or Encumbered**

• FY23	\$ 869,359
• FY22	\$ 868,906
• FY21	\$1,509,698
• FY20	\$1,428,448
• FY19	\$1,268,906
• FY18	\$1,326,928
• FY17	\$ 630,785
• FY16	\$ 120,475

**Goal – 173.1 mi**

**167.1 mi      97%**





2

CRP Update		September 2022 – September 2023				
Canal Segment	Project #	Distance	LWDD/Contractor	Clearing Status	Cost	
L-27; Country Rd W to Congress Ave & L-28; Dunes Rd to E-4	16-9956P.01 & 16-8957P.05 & P.06	3.55 mi	Contractor / Survey	In Progress	\$175,000 / \$53,105	
L-29; Military Trail to Barwick Rd	16-9957P.04	0.50 mi	LWDD / Survey	In Progress	- / \$23,742	
S-8; Heritage Farms Rd to SR-7	16-9946P.01	0.56 mi	Contractor / Survey	Complete	\$108,550 / \$7,770	
L-25; Military Trail to Lawrence Rd	16-9955P.03	1.06 mi	Contractor / Survey	Complete	\$158,500 / \$20,028	
L-21; E-1 to Lyons Rd & L-23; Acme Dairy Rd N to E-2W	16-9950P.01 & 16-9953P.02	1.44 mi	Contractor / Survey	Complete	\$247,400 / \$33,735	

3

Remaining Projects						
Canal Segment	Project #	Distance	LWDD/Contractor	Clearing Status	Cost	
E-2W; L-35 to Atlantic Ave	16-9931P.04	0.50 mi	LWDD / Survey	Board Postponed to Mid-September	- / \$12,305	
L-34; West of Lakes of Delray Blvd to E-3	16-9539P.05	0.50 mi	Contractor / Survey	Coordinating with HOA & FPL	- / \$13,318	
L-45; Golf Course Rd to E-2W	16-9974P.02	0.43 mi	Contractor / Survey	Coordinating with GL Homes	- / \$ 4,048	
L-5; Jog Rd to Fergusson Lane	16-9837P.01	0.52 mi	Contractor / Survey	Coordinating with Pine Jog	- / \$15,105	

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